

## MEMORANDUM OF AGREEMENT

City of College Station  
P. O. Box 9960  
College Station, Texas 77842

County: Brazos  
Highway No.: BS 6-R  
Location: From Dominik Dr.  
to FM 2818  
Project No.: 8017-1-47  
Parcel No.: 45

Dear Property Owner(s):

You have indicated a willingness to sign a deed for your property, which consists of 0.432 acres of land located on BS 6-R in Brazos County, Texas.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of \$79,553.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions:

**From the payment listed above, TxDOT will compensate A&M Methodist Church. Said payment to the church is being made for property rights to be conveyed in connection with this parcel, and will occur at closing. The division of funds will occur as follows:**

<b>City of College Station</b>	<b>\$50,406.00</b>
<b>A&amp;M Methodist Church</b>	<b><u>\$29,147.00</u></b>
<b>Total</b>	<b>\$79,553.00</b>

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this letter and the execution of the deed, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to University Title Company, agent for Chicago Title Insurance Company. This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Samuel L. Wilson  
Right of Way Administrator

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "Relocation Assistance". I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

City of College Station

By: \_\_\_\_\_

Title: \_\_\_\_\_

FEI: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Content

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form



\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date